

  
CLERK OF SUPERIOR COURT

IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

STATE OF GEORGIA, *ex rel.*,  
CHRISTOPHER M. CARR, Attorney General  
of the State of Georgia,

PLAINTIFF,

v.

THE MOMENTUM GROUP, INC.,  
d/b/a GWINNETT MITSUBISHI and  
GWINNETT SUZUKI, and  
FAWAD AHMAD

DEFENDANTS.

CIVIL ACTION FILE

FILE NO. 17A-08125-11

**PROPOSED** FINAL CONSENT JUDGMENT AND PERMANENT INJUNCTION

1. Plaintiff, the State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia ("Attorney General"), having filed an action pursuant to the Fair Business Practices Act ("FBPA"), O.C.G.A. §§ 10-1-390 through 408, and Defendants, The Momentum Group, Inc. d/b/a Gwinnett Mitsubishi and Gwinnett Suzuki and Fawad Ahmad (together, "Defendants"), as evidenced by the signatures below, do consent to the entry of this Final Consent Judgment and Permanent Injunction ("Consent Judgment") by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind on the part of Defendants The Momentum Group, Inc. d/b/a Gwinnett Mitsubishi and Gwinnett Suzuki and Fawad Ahmad.
2. The Parties agree that the terms of this Consent Judgment reflect a negotiated agreement among the Parties and that the Parties are willing to enter into this Consent Judgment to

avoid the significant expense, inconvenience, and uncertainty of trial. Defendants' agreement to this Consent Judgment shall not be considered an admission of violation of the FBPA for any purpose or an admission of wrongdoing. Agreement to this Consent Judgment by the Attorney General does not constitute approval of any of Defendants' business practices by the Attorney General.

3. This Consent Judgment is entered into by the Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and they consent to its entry without further notice, and aver that no offers, agreements, or inducements of any nature whatsoever have been made to them by Plaintiff, Plaintiff's attorneys or any State employee to procure this Consent Judgment.
4. Defendants waive any and all challenges in law or equity to the entry of the Consent Judgment by the courts, as well as any right to add, alter, amend, appeal, petition for certiorari, or move to reargue or for rehearing in connection with any judicial proceeding concerning the entry of this Consent Judgment. If the Court elects to hold any hearing on the entry of this Consent Judgment, a representative of the Attorney General's office will briefly summarize the settlement for the Court. Defendants agree to support the entry of this Consent Judgment and its terms as expressly set forth herein at any such hearing for approval; however, Defendants may at their discretion elect not to testify in Court on a hearing in this matter. The Parties do not waive their rights to appeal adjudications inconsistent with the terms of this Consent Judgment.
5. In the event the Court shall not approve this Consent Judgment as expressly set forth herein, this Consent Judgment shall be of no force and effect against any Party, the

Parties will revert to their respective positions immediately prior to reaching the settlement giving rise to this Consent Judgment and, to the extent consistent with state law, no documents, conversations, or communications of any type related to the settlement shall have any effect or be admissible in evidence for any purpose in this litigation or in any other proceeding.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

**I. THE PARTIES, JURISDICTION, AND VENUE**

6. Plaintiff is the State of Georgia, by and through its Attorney General Christopher M. Carr. The Attorney General, under his authority to enforce the FBPA, O.C.G.A. §§ 10-1-390 through 408, is authorized to act in the public interest to protect consumers from unfair and deceptive acts or practices.
7. The Momentum Group, Inc. d/b/a Gwinnett Mitsubishi and Gwinnett Suzuki is a domestic corporation in the state of Georgia. Defendant Ahmad is the sole owner and shareholder of The Momentum Group, Inc. and is alleged to be a resident of Duval County, Florida. Defendants agree that service of process may be effected by serving their counsel, Robert F. Dallas, Esq., and hereby authorize Robert F. Dallas or anyone subsequently designated pursuant to Paragraph 32(C) of this Consent Judgment to accept service of any and all subsequent documents on their behalf.
8. This Consent Judgment is entered into pursuant to and subject to the FBPA, O.C.G.A. §§ 10-1-390 through 408.
9. The Parties agree that the Court has jurisdiction over the subject matter of this action and jurisdiction over the parties to this action, and that venue is proper in this Court.

## **II. DEFINITIONS**

For purposes of this Consent Judgment, the following definitions apply:

10. “And” and “or” shall be construed conjunctively or disjunctively as necessary, to make the applicable phrase or sentence inclusive rather than exclusive.
11. The term “Controller” shall mean a Georgia Dealership employee(s), contractor(s) or other person(s) acting on behalf of the Georgia Dealership who is/are responsible for managing and/or authorizing payments on behalf of the Georgia Dealership to third parties, including but not limited to vendors, Floor Planners and/or banks or lenders.
12. The term the “Effective Date” shall mean the date that this Consent Judgment is signed by the Attorney General.
13. The term “Finance Manager” shall mean the Georgia Dealership employee(s), contractor(s) or other person(s) acting on behalf of the Georgia Dealership who is/are responsible for reviewing and/or arranging financing options with consumers regarding their vehicle purchase.
14. The term “Floor Planner” shall mean all banks, lenders, and/or other persons or entities that provide a Georgia Dealership and/or any person or entity acting on its behalf any credit and/or financing for the purposes of acquiring vehicle inventory for retail sale.
15. The term “Georgia Dealership” shall mean a person or entity engaged in the business of leasing and/or selling motor vehicles from any location within the State of Georgia, his, her, or its employees, agents, officers, directors, representatives, and any other person acting on his, her or its behalf, including but not limited to Chronus USA, Inc. d/b/a Gravity Autos South; Acro, Inc. d/b/a Gravity Autos Atlanta; Peach Motors, LLC d/b/a Gravity Autos Sandy Springs; and Plutus USA, Inc. d/b/a Nissan of Lagrange.



16. The term "Operation of a Georgia Dealership" shall mean all tasks, functions, roles and responsibilities related to a Georgia Dealership's acquisition, advertising, sale, lease, rental, transfer, and/or repair of vehicles and/or services, together with the management, direction or control of persons acting on behalf of a Georgia Dealership to perform such tasks, functions, roles and/or responsibilities.
17. The term "Parties" shall mean Plaintiff, the State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia and Defendants The Momentum Group, Inc. d/b/a/ Gwinnett Mitsubishi and Gwinnett Suzuki and Fawad Ahmad.

### **III. INJUNCTIVE RELIEF**

Defendants, as well as their members, officers, agents, employees, representatives, and servants shall comply with the following:

18. Defendants shall act in full compliance with the FBPA, O.C.G.A. §§ 10-1-390 through 408.
19. Defendant The Momentum Group, Inc. and any of its d/b/a's or trade names including but not limited to Gwinnett Mitsubishi and/or Gwinnett Suzuki shall not advertise, offer, rent, lease, and/or sell motor vehicles within the State of Georgia.
20. Defendant Ahmad shall not perform, directly or indirectly, any duties, tasks or responsibilities related to the Operation of a Georgia Dealership including but not limited to:
  - A. Engaging in any decision, communication or task related to a Floor Planner, including but not limited to:

- i. Making or participating in the making of any decision related to the amount of money paid to the Floor Planner, and the manner, method, and/or timing in which such monies should be paid to the Floor Planner;
  - ii. Making or participating in the making of any decision which identifies which vehicles should be financed with the Floor Planner and when;
  - iii. Making or participating in the making of any decision related to the manner, method, and/or timing in which any other duties or tasks related to the Floor Planner are carried out by the Georgia Dealership.
- B. Engaging in any decision, communication or task related to trade-in vehicles, including but not limited to:
  - i. Determining, evaluating, revising and/or implementing any policy related to the manner, method, and timing in which trade-in vehicles with an unpaid lien will be satisfied;
  - ii. Participating in any decision making or making recommendations related to how transactions involving any trade-in vehicle will be structured and/or financed.
- C. Working as or performing the duties of a salesperson, controller, title clerk or finance manager, or any other role which requires direct consumer contact and/or interaction with any lender, bank or financing institution.
- D. Creating, participating in the creation of, or approving any procedures, processes or policies related to the Georgia Dealership's retail vehicles sales, lease, and/or rental, including but not limited to policies regarding:

- i. The content and/or substance of any offer and/or advertisement of the Georgia Dealership related to the sale, lease, rental, or service of any vehicle or related product or service;
  - ii. Consumer complaints or queries;
  - iii. Any tasks and/or functions performed by the dealership in connection with a consumer's vehicle purchase, lease or rental, including but not limited to tasks and/or functions related to the trade-in vehicle, vehicle titling, transfer and/or registration, and payments made to any person or entity for any purpose.
- E. Engaging in any interaction or communication with any consumer regarding any service and/or good that is offered, advertised, leased, sold, rented or serviced at the Georgia Dealership.
- F. Participating in the Georgia Dealership's response to, treatment and/or remedy of any consumer matter, whether or not characterized as a consumer complaint.
- G. Recommending, evaluating, interviewing, hiring, firing, acting as supervisor for and/or directing the conduct of any employee, independent contractor, consultant or other person performing any duties, tasks or responsibilities, whether paid or unpaid, on behalf of the Georgia Dealership.
- H. Recommending, authorizing, and/or participating in managing the inventory of the dealership, including but not limited to the wholesale sale of vehicles, transfer or sale to auction and/or sale to another dealership and/or entity.
- I. Recommending, authorizing and/or participating in the decision making regarding any salary, bonus, cash advance or any other compensation related matter whether

or not monetary compensation, for any employee, contractor, consultant or any other person performing tasks or functions related to the Operation of the Georgia Dealership.

- J. For any financial institution, bank, and/or other entity engaged in offering consumer loans (“lender”),
  - i. Communicating with the lender related to any consumer transaction;
  - ii. Participating in any decision making process related to any consumer transaction.
- K. Related to any financial obligations to be incurred and/or incurred by the Georgia Dealership:
  - i. Organizing and/or allocating funds to pay any obligations of the Georgia Dealership related to any consumer transaction;
  - ii. Authorizing and/or executing payment of any such obligation related to any consumer transaction.
- L. Providing, renting, directing, authorizing or otherwise allowing the use of any vehicle, whether or not designated as a “loaner” or a “demonstrator,” to any person.
- M. Acting as chief operating officer, dealership manager, and/or general manager of a Georgia Dealership for the purposes of managing, controlling, and/or directing the Operation of the Georgia Dealership.

- 21. Notwithstanding the provisions of Paragraph 20, the following shall not constitute a breach of this Consent Judgment:



- A. Defendant Ahmad's selection and/or purchase of vehicle inventory for retail sale or lease at a Georgia Dealership.
  - B. Defendant Ahmad's exercise of decision making authority to enter contracts on behalf of a Georgia Dealership between Defendant Ahmad and/or between the Georgia Dealership and any Floor Planner, entity or person related to the lease, purchase or rent of real property; vehicle inventory; and/or any vehicle manufacturer.
  - C. Defendant Ahmad's execution of contracts, individually or on behalf of a Georgia Dealership, with any Floor Planner; entity or person related to the lease and/or purchase of real property; vehicle inventory; and/or any vehicle manufacturer.
  - D. Defendant Ahmad's execution of contracts for borrowing and/or banking relationships between a Georgia Dealership and lenders and banks.
  - E. Defendant Ahmad's participation in any litigation, suit, or other legal proceeding involving a Georgia Dealership whether pending before any court, arbitrator or mediator; the investigation and/or evaluation of any claim made in such proceeding, preparation for such proceeding including retention of and consultation with counsel, and settlement of any claim made in such proceeding.
  - F. Defendant Ahmad's participation in establishing a Georgia Dealership's strategic planning and growth plans, including mergers and acquisitions, franchising, selection of marketing platforms and geographic areas of marketing.
22. Any Georgia Dealership in which Defendant owns an interest shall be a corporation formed under the Georgia Business Corporation Code and any interest Defendant Ahmad has shall

be in the form of shares of stock in that corporation. The following shall apply to Defendant Ahmad's participation in such a corporation:

- A. Defendant Ahmad shall be permitted to serve as chairman of the board of such corporation for purposes of binding it to contracts described in Paragraph 21.
- B. Any corporation in which Defendant Ahmad has an interest shall designate by resolution a person who is not Defendant Ahmad as a chief operating officer, dealership manager, and/or general manager of the Georgia Dealership for the purposes of managing, controlling, and directing the Operation of the Georgia Dealership.

#### **IV. ADDITIONAL RELIEF**

23. Compliance Monitor. For a period of six and a half (6 ½) years following the Effective Date, Defendant Ahmad shall retain counsel licensed to practice law in the State of Georgia and in good standing with the State Bar of Georgia to act as a compliance monitor (hereafter the "Compliance Monitor") for any Georgia Dealership in which Defendant Ahmad has a financial interest. Defendant Ahmad shall:

- A. Instruct the Compliance Monitor that his responsibility as such a monitor is to ensure Defendant Ahmad's compliance with the requirements, obligations and restrictions placed on Defendant Ahmad under this Consent Judgment and all requirements imposed by the Georgia Business Corporation Code.
- B. Beginning on March 1, 2021, and continuing on the first day of the month every six (6) months thereafter through the six and a half (6 ½) year period of compliance monitoring, Defendant Ahmad shall submit to Plaintiff a written report completed by the Compliance Monitor regarding the Compliance

Monitor's determination of Defendant Ahmad's compliance or lack thereof with the requirements, obligations, and restrictions placed on Defendant Ahmad under this Consent Judgment and all requirements imposed by the Georgia Business Corporation Code. Upon request from the Compliance Monitor, Defendant Ahmad shall provide the Monitor with access to all of the books, records, corporate resolutions, minutes, and/or other documents of any Georgia Dealership in which Fawad Ahmad has an interest, as well as access to employees, contractors or persons acting on behalf of the Georgia Dealership. All information and access to personnel required under this Paragraph 23(B) shall be provided within one week of the Compliance Monitor's request. It shall not be a defense to Defendant Ahmad's obligation to timely provide to the Compliance Monitor access to all requested documents, information and personnel that Defendant Ahmad is not a majority owner or otherwise not authorized to provide the required documents and access.

This report shall include the following:

- i. A description of all specific documents, records, and/or books reviewed and/or evaluated in order to determine compliance;
- ii. The names of at least five (5) employees, contractors or persons acting on behalf of the Georgia Dealership, including but not limited to the person designated as provided in Paragraph 22(B), the Finance Manager, and the Controller, who the Compliance Monitor personally visited at the Georgia Dealership and interviewed to determine Defendant Ahmad's compliance with this Consent Judgment;

- iii. A list of all instances of non-compliance with the provisions of this Consent Judgment as determined by the Compliance Monitor;
  - iv. For any instances of non-compliance determined by the Compliance Monitor, the particular paragraph and subsections of this Consent Judgment that were violated, the dates that such violation occurred or are reasonably believed to have occurred, and a description of the conduct, action and/or document that is the basis of the non-compliance;
  - v. Attach a sworn affidavit by Defendant Ahmad attesting to his compliance with the provisions of this Consent Judgment.
24. Any instance of non-compliance reported by the Compliance Monitor, shall, at the Attorney General's discretion, be considered a breach of this Consent Judgment.
25. Defendant Ahmad represents that, as of the date of his execution of this Consent Judgment, Robert F. Dallas, Esq. has been retained as the Compliance Monitor. Defendant Ahmad shall notify Plaintiff in writing within three (3) days in the event that Attorney Dallas ceases to serve in that capacity. Within ten (10) days of the date on which Attorney Dallas ceases to serve as Compliance Monitor, Defendant Ahmad shall identify to Plaintiff a new Compliance Monitor retained for purposes of compliance with Paragraph 23.

#### V. PAYMENT

26. Defendants shall pay **FIVE HUNDRED SEVEN THOUSAND, ONE HUNDRED EIGHTEEN AND 73/100THS DOLLARS (\$507,118.73)** in Consumer Restitution and as Civil Penalties to the Attorney General. Payment shall be allocated and paid as follows:



A. Consumer Restitution.

- i. Consumer Restitution. Defendants shall pay consumer restitution to the Attorney General in the amount of **ONE HUNDRED NINETY-EIGHT THOUSAND EIGHT-NINE AND 14/100THS DOLLARS (\$198,089.14). FORTY THOUSAND AND 00/100THS DOLLARS (\$40,000.00)** of this amount shall be paid no later than the date that Defendant Ahmad executes this Consent Judgment;
- ii. **TWENTY-FIVE THOUSAND NINE HUNDRED TWELVE AND 41/100THS DOLLARS (\$25,912.41)** shall be paid by Defendants by certified check to Capital One Auto Finance to the attention of Kyle Young, 8050 Dominion Parkway, #31065-1111, Plano, Texas 75024 no later than five (5) days after the Effective Date of this Consent Judgment for the benefit of the account number and consumer identified in Exhibit "A";
- iii. **THIRTY-FOUR THOUSAND, SEVEN HUNDRED FIFTY-ONE AND 76/100THS DOLLARS (\$34,751.76)** shall be paid by Defendants to the Attorney General no later than one hundred and twenty (120) days after the Effective Date of this Consent Judgment.
- iv. The **NINETY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FOUR AND 97/100THS DOLLARS (\$97,424.97)** shall be paid in monthly installments of **THREE THOUSAND SIX HUNDRED FORTY-THREE AND 06/100THS DOLLARS (\$3,643.06)** beginning on the 3rd day of the calendar month following the Effective Date and

continuing on the 3rd day of each calendar month thereafter until paid in full;

- v. The Attorney General will distribute the restitution provided for herein in the amounts and to the consumers owed restitution as determined solely at the Attorney General's discretion to the consumers identified in Exhibit "B";
- vi. Any restitution amounts which the Attorney General is unable to disburse under the terms of this paragraph will be retained by the Attorney General to be used for the purposes described in Paragraph 26(B).

B. Civil Penalties. **THREE HUNDRED NINE THOUSAND TWENTY NINE AND 59/100THS DOLLARS (\$309,029.59)** to be to be used by the Attorney General for purposes that may include but are not limited to civil penalties, attorneys' fees, and other costs of investigation and litigation, or to be placed in or applied to any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of inquiry leading hereto, consumer restitution, or for other uses permitted by state law, at the sole discretion of the Attorney General;

- i. **FIFTY-NINE THOUSAND TWENTY-NINE AND 59/100THS (\$59,029.59)** shall be paid in monthly installments of **THREE THOUSAND SIX HUNDRED FOURTY-THREE AND 00/100THS DOLLARS (\$3,643.00)** beginning on the 3rd day of the calendar month immediately following the completion of the payments called for in

Paragraph 26(A)(iv) and continuing on the 3<sup>rd</sup> day of each calendar month thereafter until paid in full.

- ii. The final installment payment of **TWO HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$250,000.00)** shall be paid on April 22, 2027 ("Final Payment"). Defendants shall not be required to pay the Final Payment if the following conditions have been met as of six and half (6 ½) years from the Effective Date:

1. Defendants have complied in full with the provisions of this Consent Judgment;
2. The Attorney General has received from Defendants a certification, under penalty of perjury, that Defendants have fully complied with all provisions of this Consent Judgment, and a request that the Final Payment be waived. Said certification and request shall be submitted to the Attorney General no earlier than March 22, 2027. The decision as to whether compliance has occurred is within the sole discretion of the Attorney General and shall be binding on Defendants.

- C. For all monies to be paid to the Attorney General under the terms of this Paragraph, Defendants shall pay by certified check or money order made payable to the Georgia Department of Law, and deliver the check or money order to Lauren Villnow, Assistant Attorney General, Consumer Protection Division, 2 Martin Luther King, Jr. Drive, Suite 356, East Tower, Atlanta, Georgia 30334, or by consent of the parties by wire transfer.

27. The consumers' full names in Exhibits "A" and "B" will be redacted in the copy of this Consent Judgment that is filed in the Superior Court of Gwinnett County. A complete copy of these exhibits, containing the consumers' full names and vehicles will be retained by the Attorney General and by Defendants to ensure Defendant's compliance with these obligations.

## VI. JUDGMENT

28. Plaintiff shall have a monetary judgment against the Defendants, jointly and severally, in the amount of **FIVE HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTEEN AND 73/100THS DOLLARS (\$507,118.73)** (hereinafter "Judgment Amount") for the restitution amount and the civil penalty amount as described herein. Defendants shall not be required to pay the Judgment Amount as long as they are in full compliance with this Consent Judgment.
29. Default Procedures: In the event the Attorney General believes that either or both Defendants are not in compliance with any provision(s) of this Consent Judgment and therefore considers either or both of the Defendants in default of that provision(s), the Attorney General shall provide notice to the Defendant(s) identifying the actions that constitute a default of a provision(s) of this Consent Judgment and shall provide Defendant(s) ten (10) business days to explain why a default has not occurred. The default notice shall be sent via email to Defendants' counsel Robert F. Dallas, or to anyone designated as being authorized to accept service pursuant to Paragraph 32(C) of this Consent Judgment.
- A. The Attorney General shall decide in his sole discretion whether a default has occurred, and that decision shall be binding on Defendants.



B. In the event the Attorney General determines that a default of any provision of this Consent Judgment has occurred, the full Judgment Amount will be immediately due and payable to the Department of Law and the Attorney General shall send a notice to Defendants demanding payment.

30. If, within twenty (20) days after receiving the demand notice as described in Paragraph 29 above, Defendant(s) do not pay the full Judgment Amount (less any amounts paid) to the Department of Law, the Judgment Amount (less any amounts paid) may immediately be recorded by Plaintiff in the General Execution Docket and Plaintiff may proceed to execute on the judgment without any further notice to Defendants. Plaintiff's enforcement of payment of the Judgment Amount in the event of default will not be a waiver of Plaintiff's right to institute any legal proceedings against Defendant(s) in the event that Defendant(s) have not complied with any of the provisions set forth in this Consent Judgment, and Plaintiff may take any and all action available to pursue enforcement and collection of the Judgment Amount, including pursuing any remedies under the Uniform Voidable Transactions Act, O.C.G.A. § 18-2-70 *et seq.*

#### **GENERAL PROVISIONS**

31. Defendants shall respond in a timely manner, but in no case later than ten (10) business days, to all inquiries from the Attorney General's office related to the subject of this Consent Judgment sent via email to Defendants' counsel Robert F. Dallas at [rdallas@rfdlaw.net](mailto:rdallas@rfdlaw.net), or to anyone designated as being authorized to accept service pursuant to Paragraph 32(C) of this Consent Judgment.
32. Defendants shall notify the Attorney General in writing of any of the following:

- A. Any change in either of the Defendants' names, d/b/a's, place of business, residence or business mailing address, and/or telephone numbers, within fourteen (14) days of the date of such change.
  - B. Any change in Defendant Ahmad's role or title in any Georgia Dealership entity, ownership interest in any such entity, or employment status (including self-employment) with any such entity, within fourteen (14) days of such change. Such notice shall include the name and address of each such entity, a statement of the nature of the entity, and a statement of Defendant Ahmad's role, title, ownership interest and/or employment status in connection with the entity or employment.
  - C. To the extent that Robert F. Dallas, Esq., is no longer the proper individual to accept service of process on Defendants, Defendants must within fourteen (14) days: (a) designate a new individual to accept service of process on their behalf; and (b) notify the Attorney General in writing of that new individual as well as the contact information for that individual.
33. Notice under Paragraph 32 shall contain the name, address, and purpose of each person or entity that has changed, including the name, address, and purpose of any entities newly affiliated with, performing services for, or doing business with either of the Defendants, and the purpose for the change.
34. Paragraphs 20, 21, 22, 23, 31, and 32 of this Consent Judgment will expire six and a half (6 ½) years after the date that this Consent Judgment is entered by the Court.
35. The terms of this Consent Judgment shall not be construed as a waiver of any rights or remedies the Attorney General may have against the Defendants under the laws of the

State of Georgia if the Defendants violate any of the injunctive provisions of this Consent Judgment and/or if the Defendants violate any provisions of the FBPA after entry of this Consent Judgment.


36. The titles and headers to each section of this Consent Judgment are for convenience purposes only and are not intended by the Parties to lend meaning to the actual provisions of this Consent Judgment.
37. Nothing in this Consent Judgment shall limit the Plaintiff's right to obtain information, documents, or testimony from the Defendants pursuant to any applicable state or federal law, regulation, or rule regarding matters related to this Consent Judgment or enforcement of the FBPA.
38. No waiver, modifications, or amendment of the terms of this Consent Judgment shall be valid or binding unless made in writing, agreed to by all Parties, and approved by this Court and then only to the extent specifically set forth in such written waiver, modification, or amendment.
39. Any failure of the Attorney General to insist upon the strict performance by Defendants of any provision of this Consent Judgment shall not be deemed a waiver of any of the provisions of this Consent Judgment, and the Attorney General, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Judgment.
40. Nothing in this Consent Judgment shall have the preclusive effect on the investigations of any other entities with which Defendants may be involved.
41. The entry of this Consent Judgment shall in no way impair the rights of individual consumers against Defendants or enforcement of the FBPA.

42. The terms of this Consent Judgment shall be governed by the laws of the State of Georgia.

43. This Court shall retain jurisdiction over this matter and the Parties for all purposes.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

This the 14<sup>th</sup> day of October, 2020.

  
JUDGE Angela D. Duncan  
Gwinnett Superior Court

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cc: All parties/counsel

17-A-08125-11  
State of GA et al v. The Momentum Group, Inc; et al  
Final Consent Judgment ; Permanent Injunction?  
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APPROVED and SUBMITTED for ENTRY:

OFFICE OF THE ATTORNEY GENERAL  
STATE OF GEORGIA

By: Lauren Villnow *LV*  
Lauren Villnow

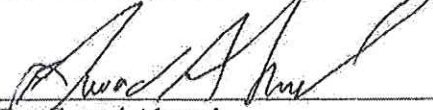
Assistant Attorney General  
Georgia Bar No. 577948  
2 Martin Luther King, Jr. Drive SE  
Suite 356, East Tower  
Atlanta, GA 30334  
(404) 656-3795

Date: 10-9-2020

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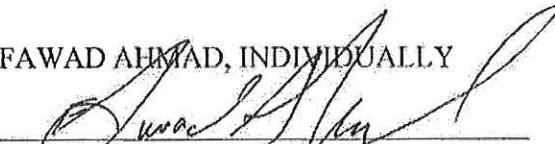
APPROVED and SUBMITTED for ENTRY:

THE MOMENTUM GROUP d/b/a  
GWINNETT MITSUBISHI AND GWINNETT SUZUKI

  
By: Fawad Ahmad  
Title: Sole Owner and Shareholder

Date: 10/9/20

FAWAD AHMAD, INDIVIDUALLY

  
By: Fawad Amad, Individually

Date: 10/9/20

COUNSEL FOR DEFENDANTS:

By:   
ROBERT F. DALLAS  
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(770) 331-4040  
[rdallas@rfdlaw.net](mailto:rdallas@rfdlaw.net)

Date: 10/09/2020